

BHHC 2-02-46

Becke Dailes Mortgage

1952-55

(4)

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P
Y
REAL ESTATE MORTGAGE NOTE

\$ 50,720.26

Albuquerque, N. M., August 2, 1952

After date, as hereinafter set forth, for value received, I, we, or either of us, jointly and severally promise to pay to the order of

FIRST NATIONAL BANK IN ALBUQUERQUE
AT ITS OFFICE IN ALBUQUERQUE, NEW MEXICO

the sum of FIFTY THOUSAND SEVEN HUNDRED TWENTY AND 26/100 DOLLARS

in manner following, that is to say:

SEVEN HUNDRED FIFTY AND NO/100 Dollars (\$ 750.00) on the 21st day of August
19 52, and SEVEN HUNDRED FIFTY AND NO/100 Dollars (\$ 750.00) on the 21st day of
each succeeding month thereafter until July 21, 1952

The said monthly installments shall include interest on the unpaid principal balance at the rate of 5 per centum per annum, and said monthly installments shall be applied first to the payment of all interest due, and the balance applied on the principal amount.

And we agree, in case of default of the payment of any of said installments, when, by the terms hereof, the same shall fall due, that such installments shall bear interest from the date of their respective maturities until paid at the rate of eight per centum per annum and that if any one of said installments or any interest due thereon is not paid when the same becomes due and payable, the whole of the principal sum then remaining unpaid, together with the interest that shall have accrued thereon, shall forthwith become due and payable at the election of the holder of this note, with ten per centum additional on amount unpaid should this note be placed in the hands of an attorney for collection. The makers, endorsers and sureties hereof hereby severally waive protest, demand and notice of protest and non-payment in case this note, or any of the installments due thereunder, are not paid at maturity, and agree to all extensions after maturity without prejudice to the holder.

This note is secured by a real estate mortgage bearing even date herewith.

No. Attest by

Austin D. Lovett,

THE BECKER-DALIES COMPANY, INC.

Secretary-Treasurer

By: Paul B. Dalies, Vice Pres.

Belen, New Mexico

(FORM B-PAYMENTS INCLUDING INTEREST)

MORTGAGE

This Indenture, made this 2nd day of August, 19 52,
between The Becker-Dalies Company, a corporation,

of Belen, New Mexico, hereinafter with its heirs, executors, administrators, successors and assigns called the Mortgagor, and FIRST NATIONAL BANK IN ALBUQUERQUE, a corporation organized and doing business under the laws of the United States of America, and having its place of business at Albuquerque, County of Bernalillo, State of New Mexico, hereinafter with its successors and assigns called the Mortgagee, witnesseth:

WHEREAS, the Mortgagor has executed and delivered to the Mortgagee his certain promissory note(s), which in words and figures is (are) as follows, to-wit:

AND WHEREAS, the Mortgagee may hereafter during the continuance of these presents make future advances in words and figures is (are) as follows, to-wit:

AND WHEREAS, Mortgagor desires to secure the payment of said indebtedness;

NOW, THEREFORE, the said Mortgagor, in consideration of the premises and of the sum of One Dollar to him in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, mortgage, remise, release and convey unto the said Mortgagee forever, the following-described real estate situated in the County of Valencia, State of New Mexico, to-wit:

Lots four (4), five (5), twelve (12), thirteen (13), and fourteen (14) all in Block thirty-three (33) of the Belen Townsite.

together with all the estate, right, title and interest of the said Mortgagor, either in law or in equity, in and to said premises; to have and to hold the same, together with all and singular the lands, tenements, hereditaments, reversion and reversions, remainder and remainders, rents, issues, profits, privileges, water rights and appurtenances of every kind and nature thereunto belonging or in any way appertaining, to the said Mortgagee forever, as security for the payment of the sum of money evidenced by the aforesaid promissory note(s) and all interest, future advances, taxes, assessments and charges of every kind and nature therein or hereinafter set forth.

And the said mortgagor covenants and agrees with the said Mortgagee that at the time of the ensembling and delivery of these presents he is well seized of said premises in fee simple and has good right, full power and lawful authority to convey and mortgage the same in manner and form aforesaid; that the same are free and clear of all liens and encumbrances whatsoever, except _____

and the said Mortgagor shall and will warrant and forever defend the quiet and peaceable possession of the said premises by the Mortgagee and its successors and assigns, against all and every person claiming the whole or any part thereof.

And the said Mortgagor hereby covenants and agrees:

1. Wherever there is a reference in the covenants and agreements herein contained to any of the parties thereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of law) of the same.

2. To pay all and singular the principal and interest and other sums of money payable by virtue of said promissory note(s) and of this mortgage, or either, promptly on the days, respectively, the same severally come due, together with such additional sums as may hereafter be advanced to the Mortgagor or expended by the Mortgagee on behalf of the Mortgagor for any purpose whatsoever and evidenced by notes, drafts, open account, or otherwise, with interest thereon at rates to be fixed at the time of advancing or expending such additional sums; provided, however, that the making of any such advances or expenditures shall be optional with the Mortgagee; and provided further that the aggregate ultimate principal amount so advanced or expended, including the principal of the indebtedness evi-

denced by the above-described note(s), shall not exceed \$_____ at any one time, and such advances and expenditures may be made and repaid and again made or advanced and said total shall limit only the total amount of the principal as may be outstanding at any one time; and this mortgage shall secure the payment of any and all extensions or renewals and successive extensions or renewals of said note or notes, and of any indebtedness at any time owing by Mortgagor to Mortgagee, and all interest on the same, all of which extensions or renewals shall be optional with the Mortgagee, and for all of which this mortgage shall stand as continuing security until paid; and the Mortgagor agrees that the Mortgagee may apply any payments made on any indebtedness secured hereby, at its option, on any of the notes secured hereby.

3. The Mortgagor hereby assigns to the Mortgagee any and all rents on the premises herein described and authorizes said Mortgagee, by its agent, to take possession of said premises at any time there is a default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagor as described herein, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the indebtedness hereby secured, and the Mortgagor agrees that in the event of legal proceedings commenced for the foreclosure of said mortgage, the Mortgagee may apply for and shall be entitled as a matter of right without regard to the value of the premises, or of the solvency or insolvency of the Mortgagor, or any owner of the mortgaged premises, in any Court of competent jurisdiction, to have granted a receiver for said premises with full power to collect all rents, issues and profits of said premises, to pay taxes and assessments and other charges which may or may not be a lien on said premises; to keep the same insured and with power to take proceedings to dispossess tenants and to make necessary repairs, and with such other powers as may be necessary; and said receiver, after deducting all charges and expenses, shall apply the residue of any and all rents, issues and profits collected, to the payment and satisfaction of the indebtedness secured hereby.

4. That in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or under the indebtedness hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Mortgagee and no extension of the time for the payment of the indebtedness hereby secured given by the Mortgagee shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.

5. That no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note(s) secured hereby.

6. In due season, to pay all taxes and assessments on said premises and to keep all buildings that may be at any time on said premises during the continuance of said indebtedness in good repair and insured against fire and _____

extended coverage

by such company or companies as Mortgagee may from time to time direct for such sum or sums as shall be equal to (or, at Mortgagor's option, in excess of) the unpaid balance of the indebtedness secured hereby, with loss payable to Mortgagee or the holder of said note(s) as their interest may appear, and to deliver such policy or policies to Mortgagee as further security for the indebtedness aforesaid.

7. In case of the failure or refusal of Mortgagor thus to repair said buildings or to keep the same insured or to deliver the policies of insurance or to pay said taxes and assessments, the Mortgagee or the holder of said note(s) may make such repairs or procure such insurance or pay such taxes and assessments, and all monies thus paid, with like interest and attorney's fees as specified in said promissory note(s), shall be payable upon demand and shall become and be so much additional indebtedness secured hereby.

8. If any of the sums of money secured hereby, or herein referred to, including interest, be not promptly and fully paid when the same severally become due and payable, or if each and every the stipulations, agreements, conditions and covenants of said note or notes and this mortgage, or either, are not duly performed, complied with and abided by, the aggregate sum mentioned in said note or notes and all indebtedness hereby secured shall become due and payable forthwith or thereafter, at the option of the Mortgagee, as fully and completely as if the said aggregate sum and indebtedness were originally stipulated to be paid on such day, anything in said note or notes or herein to the contrary notwithstanding. In the event default shall be made in the payment of the sum of money, as set forth in said note or notes and secured hereby, or of any interest due thereon, or in the event any term, condition or obligation of this mortgage shall be breached or broken by the Mortgagor, then upon the happening of such events or any of them, this mortgage shall thereupon, at the option of Mortgagee, be subject to foreclosure, and the premises may be sold in the manner and form prescribed by law, and the proceeds arising from the sale thereof shall be applied to the payment of any and all indebtedness of every kind and nature, owing to the Mortgagee by virtue of the terms of this mortgage or the note or notes secured hereby, and the Mortgagee shall be entitled to all the rights, benefits and privileges given by law or by virtue of this mortgage, and notwithstanding any collateral security, the bank shall retain its right of setoff against Mortgagor.

9. In case this instrument be foreclosed by judicial proceedings and in case of any suit at law or in equity wherein Mortgagee shall become a party by reason of its rights, privileges or liabilities hereunder, and if Mortgagee shall file a claim or otherwise become involved in any probate proceedings for the purpose of collecting the indebtedness secured hereby, there shall accrue hereunder and be paid all reasonable costs, charges, attorney's or solicitor's fees thereby incurred, and the same shall be secured by this instrument.

10. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore and which may be or become a lien upon the mortgaged premises, and in default thereof the Mortgagee may pay the same, and all monies so paid, with like interest and attorney's fees as specified in said promissory note(s) shall become and be so much additional indebtedness secured hereby.

11. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company by reason of such damage, in pursuance of the contract of insurance, to the extent of the indebtedness upon the note(s) secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee, to be retained by him and applied on the indebtedness secured hereby, whether according to the tenor and effect of any promissory note or notes evidencing such indebtedness, the same is due or not.

12. That he will keep the said premises in as good order and condition as they are now and will not commit or permit any waste of the said premises, reasonable wear and tear excepted.

13. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this mortgage and the note(s) secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to said Mortgagee to be applied by it on account of the unpaid balance of such indebtedness.

14. Notice of the exercise of any option granted herein, or in the note(s) secured hereby, to the Mortgagee, is not required to be given, the Mortgagor hereby waiving any such notice.

15. The words "Mortgagor" and "Mortgagee", as well as all pronouns and relative words herein, shall, where appropriate, be read as if written in the plural, and shall be construed to refer to either the masculine or feminine or neuter gender as the context may require.

16. Upon release of this mortgage, to pay to Mortgagee the fees required by law for filing and recording such release, unless such fees be paid by Mortgagor directly to the proper county officer.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set his hand and seal the day and year above written.

The Becker-Dalies Co. Inc. (SEAL)
Paul B Dalies (SEAL)
Vice Pres. (SEAL)

Dated,
September 15, 1952
attest to
by Austin D. Lovett
Secretary - Treasurer
The Becker-Dalies Co. Inc.

STATE OF NEW MEXICO

COUNTY OF

Valencia } ss.

On this *18th* day of *Sept.*, 19 *52*, before me

personally appeared *Paul B. Dalies*
to me known to be the person described in and who executed the foregoing instrument and acknowledged that
he executed the same as *his* free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

My Commission expires

Oct 2, 1953

Andres Garcia

Notary Public.

STATE OF NEW MEXICO

COUNTY OF

} ss.

On this _____ day of _____, 19 _____, before me

appeared _____ to me personally known, who being by me duly sworn
did say that he is the _____ of _____
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed
ed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____
acknowledged said instrument to be the free act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

My Commission expires _____

Notary Public.

First Natl Bk in Albany
Box 1303
Albany, N.M.

MORTGAGE

From

To

FIRST NATIONAL BANK
IN ALBUQUERQUE

Certificate of Filing

STATE OF NEW MEXICO

} ss.

County of *Valencia*

I hereby certify that this instrument was filed
for record in my office on the *22nd* day
of *Sept*

A. D. 19 *52* at *9:30* o'clock *A*. M.

and was duly recorded in Book *94*,

Page *454* of Mortgage Records of
said County.

Emme Tapia
County Clerk.

By *Lepidia Cardona Cast*
Deputy.

Fee \$ _____ Paid.

L. M.
S. C.

RELEASE OF MORTGAGE

THE UNDERSIGNED, FIRST NATIONAL BANK IN ALBUQUERQUE, of Albuquerque, New Mexico, Mortgagee under a certain mortgage executed by The Becker-Dalies Company, Inc.

on the 2nd day of August, 1952, and recorded in Book 94 page 454 of the Records of Valencia County, New Mexico, does hereby certify that the indebtedness secured thereby and mentioned therein has been fully paid and satisfied and does hereby release and discharge all of the real estate mentioned in said Mortgage from the lien and operation thereof.

Lots four (4), five (5), twelve (12), thirteen (13), and fourteen (14) all in Block thirty-three (33) of the Belen Townsite.

IN WITNESS WHEREOF the said FIRST NATIONAL BANK IN ALBUQUERQUE, of Albuquerque, New Mexico, has caused this instrument to be executed in its Corporate name by its Assistant Vice President; its Corporate seal to be hereunto affixed and the same to be attested by its Secretary on this the 21st day of September, 1953.

ATTEST:

FIRST NATIONAL BANK IN ALBUQUERQUE,
of Albuquerque, New Mexico

Assistant

T E Labea
Secretary and Cashier.

By

R. Duphorne
Assistant Vice

President.

STATE OF NEW MEXICO, }
County of Bernalillo. } ss.

On this 21st day of September, 1953, before me personally appeared R. Duphorne Assistant Vice President of First National Bank in Albuquerque, of Albuquerque, New Mexico, a corporation organized under the National Banking laws and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said R. Duphorne acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and seal on this the day and year herein above written.

My commission expires:

August 23, 1955

Audrey Ray
Notary Public,

Bernalillo County, New Mexico.

When recorded, return to:

L.

RELEASE OF MORTGAGE

FIRST NATIONAL BANK IN
ALBUQUERQUE
of Albuquerque, N. M.

TO

STATE OF NEW MEXICO,

County of Valencia

ss.

I hereby certify that this instrument
was filed for record on the 30 day of
Sept, A. D. 1943
at 2:00 o'clock P. m., and was duly
recorded in Book 10276 of Releases
page 3, on this 1
day of Oct A. D. 1943

Edu Otero
County Clerk.

By

Edu Otero
Deputy.

L. E.
P.C.

Frank Carter
INDEXED

